



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Mr. William W. Thompson
Peckar & Abramson
1133 21st Street, N.W.
Suite 500
Washington, D.C. 20036

JUL : 6 2009

RE: MUR 6203
Itinere North America, LLC
Itinere Infrastructure, LLC
Itinere Infraestructuras, S.A.

Dear Mr. Thompson:

On June 26, 2009, the Federal Election Commission accepted the signed conciliation agreement you submitted on your clients' behalf in settlement of violations of 2 U.S.C. § 441e, a provision of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter.

Documents related to the case will be placed on the public record within 30 days. See Statement of Policy Regarding Disclosure of Closed Enforcement and Related Files, 68 Fed. Reg. 70,426 (Dec. 18, 2003). Information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B).

Enclosed you will find a copy of the fully executed conciliation agreement for your files. Please note that the civil penalty is due within 30 days of the conciliation agreement's effective date. If you have any questions, please contact me at (202) 694-1650.

Sincerely,

A handwritten signature in black ink, appearing to read "Tracey L. Ligon".

Tracey L. Ligon
Attorney

Enclosure
Conciliation Agreement

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Rec'd OGC
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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Itinere North America, LLC
Itinere Infrastructure, LLC
Itinere Infraestructuras, S.A.

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Pre-MUR 480

MUR 6203

CONCILIATION AGREEMENT

This matter was initiated by a *sua sponte* submission made to the Federal Election Commission ("the Commission") by Itinere North America, LLC, Itinere Infrastructure, LLC, and Itinere Infraestructuras, S.A. ("the Respondents"). The Commission engaged the Respondents in an expedited Fast-Track Resolution pursuant to its *Sua Sponte* policy, 72 Fed. Reg. 16,695 (Apr. 5, 2007), and thus has not made reason-to-believe findings in this matter.

NOW, THEREFORE, the Commission and the Respondents, having participated in informal methods of conciliation, prior to findings of reason to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondents and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondents enter voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. Itinere North America, LLC ("Itinere N.A.") was formed under Maryland law on March 5, 2007. It is an operating company that develops proposals for new potential toll

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road concession projects in the United States. Itinere N.A. is wholly owned by Itinere Infrastructure, LLC.

2. Itinere Infrastructure, LLC was formed under Delaware law and acts as the holding company for Itinere N.A. Itinere Infrastructure, LLC is wholly owned by its parent company, Itinere Infraestructuras, S.A.

3. Itinere Infraestructuras, S.A. ("Itinere S.A.") is a holding company organized under the laws of and headquartered in Spain. Itinere S.A. develops and operates toll road concessions in a number of locations throughout the world and is actively seeking concessions in the United States.

4. The Federal Election Campaign Act of 1971, as amended ("the Act") prohibits a foreign national, directly or indirectly, from making a contribution or donation in connection with a Federal, State, or local election. 2 U.S.C. § 441e(a)(1)(A); 11 C.F.R. § 110.20(b). Additionally, a foreign national may not directly or indirectly make an expenditure, an independent expenditure, or a disbursement in connection with a Federal, State, or local election. 2 U.S.C. § 441e(a)(1)(C); 11 C.F.R. § 110.20(f). Likewise, Commission regulations prohibit foreign nationals from directing, dictating, controlling, or directly or indirectly participating in the decision-making process of any person, such as a corporation, with regard to such person's Federal or nonfederal election-related activities, including decisions concerning the making of contributions, donations, expenditures, or disbursements in connection with elections for any Federal, State, or local office. 11 C.F.R. § 110.20(i).

5. A "foreign national" is an individual who is not a national of the United States and who is not a citizen of the United States or lawfully admitted for permanent residence.

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2 U.S.C. § 441e(b)(2). The term likewise encompasses "a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country." 2 U.S.C. § 441(e)(b)(1) (citing 22 U.S.C. § 611(b)(3)).

6. Where a domestic subsidiary has generated no revenue from U.S. operations, or has failed to segregate revenues it generates from U.S. operations from funds it receives from its foreign parent company, its contributions to state and local committees cannot be considered separate from the funding it receives from the foreign parent company. Further, no director or officer of the company or its parent who is a foreign national may participate in the decision-making process with regard to making the proposed contributions. See 11 C.F.R. § 110.20(i).

7. From June 2007 through early January 2008, Itinere N.A. made 71 campaign contributions totaling \$55,500 to 57 different candidates or party committees in Virginia.

8. All of the funds Itinere N.A. used for the Virginia campaign contributions were provided by its immediate parent, Itinere Infrastructure, LLC. Itinere Infrastructure, LLC, in turn, received all of its funds from its immediate parent, Itinere Infraestructuras, S.A., a company organized and headquartered in Spain.

9. The Respondents' activity ceased several months before the Respondents learned of the illegal nature of the contributions. Immediately after discovering the violations the Respondents undertook corrective action, including sending a letter to every recipient of the improper contributions that explains the nature of the contributions and requests that the recipient disgorge the funds to the U.S. Treasury.

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10. Itinere N.A. became aware that its Virginia contributions may have been illegal on July 3, 2008, when it received a news article about illegal political contributions made by Transurban, the U.S. subsidiary of an Australian company. *See Anita Kumar, Toll Road Firm Made Illegal Contribution, WASHINGTON POST, July 3, 2008, at B05.* Itinere S.A. then began a preliminary internal investigation into the facts and scope of its contributions, and on July 18, 2008, contacted Peckar & Abramson, P.C., who conducted an independent investigation, filed a Preliminary Notice of Potential Violations with the Commission on July 25 and September 4, 2008, and filed the Respondents' *sua sponte* submission with the Commission on October 10, 2008, which describes the extent and findings of the investigation.

V. Respondents violated 2 U.S.C. § 441e by making \$55,500 in nonfederal contributions with funds provided by a foreign national.

VI. 1. Respondents will pay a civil penalty of Ten Thousand Dollars (\$10,000) pursuant to 2 U.S.C. § 437g(a)(5)(A).

2. Respondents will cease and desist from violating 2 U.S.C. § 441e.

3. Respondents, who have already sent letters to all of the nonfederal candidates and state political committees requesting that they disgorge the illegal foreign national contributions, will send a follow-up letter to each recipient of such contribution which has yet to be disgorged. Within 30 days of the effective date of this agreement Respondents will report to the Commission as to any of the listed prohibited contributions which have not been disgorged.

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance

with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

IX. Respondents shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

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X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

7/1/09
Date


Thomasenia P. Duncan
General Counsel

BY:


Ann Marie Terzaken
Associate General Counsel
for Enforcement

FOR THE RESPONDENTS:

4/28/09
Date


William W. Thompson
Counsel for Respondents

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